

Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council Of Howard County, Maryland

2004 Legislative Session

Legislative Day No. **9**

Bill No. 43-2004

Introduced by: The Chairman at the request of the County Executive

AN ACT pursuant to Section 1.111(e) of the Howard County Code approving provisions in a collective bargaining agreement between Howard County and the American Federation of State, County and Municipal Employees - Howard County Local 3080, which are in conflict with the provisions of Title 1 "Human Resources" of the County Code and the Employee Manual; and providing for the application of this Act.

Introduced and read first time _____, 2004. Ordered posted and hearing scheduled.

By order _____
Sheila M. Tolliver, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2004.

By order _____
Sheila M. Tolliver, Administrator

This Bill was read the third time on _____, 2004 and Passed ___, Passed with amendments ___, Failed _____.

By order _____
Sheila M. Tolliver, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2004 at ___ a.m./p.m.

By order _____
Sheila M. Tolliver, Administrator

Approved by the County Executive _____, 2004

James N. Robey, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1 **WHEREAS**, Howard County Local 3080 of the American Federation of State, County
2 and Municipal Employees (“Local 3080”) and the County have reached agreement on a
3 Memorandum of Agreement (the “Agreement”) to be effective July 1, 2004 through June 30,
4 2005; and
5

6 **WHEREAS**, in accordance with Section 1.111(e) of the Howard County Code, the
7 County Executive is required to submit to the County Council for its approval all provisions in
8 collective bargaining agreements that are in conflict with Title 1 “Human Resources” of the
9 Howard County Code or the Employee Manual; and
10

11 **WHEREAS**, pursuant to authority contained in the Howard County Code, the County
12 Council, by enactment of Council Bill 43 - 2003, approved provisions in the Agreement that are
13 in conflict with Title 1 “Human Resources” of the Howard County Code or the Employee
14 Manual; and
15

16 **WHEREAS**, the members of Local 3080 have ratified the Agreement, and the
17 Agreement includes new provisions that are in conflict with Title 1 of the County Code and the
18 Employee Manual:
19

20 **NOW, THEREFORE,**
21

22 ***Section 1. Be It Enacted by the County Council of Howard County, Maryland, that the County***
23 *Council continues its approval of previously approved provisions in the Agreement that are in*
24 *conflict with Title 1 “Human Resources” of the Howard County Code and the Employee*
25 *Manual.*
26

27 ***Section 2. Be It Enacted by the County Council of Howard County, Maryland, that, in regard***
28 *to the collective bargaining agreement between Howard County and Local 3080 of the American*
29 *Federation of State, County and Municipal Employees, the Council approves the following*
30 *provisions which are in conflict with the provisions of Title 1 "Human Resources" of the Howard*
31 *County Code and the Employee Manual:*
32

1 **Section 8.2. - Overtime.**

- 2 (j) An employee scheduled to work overtime that is not contiguous to the employee's shift
3 shall receive a minimum of 3 hours' pay.

5 **Section 8.4. - Inclement Weather.**

- 6 (c) During the time as described above, the County shall attempt to arrange transportation to
7 and from work for employees who have difficulty traveling during a weather-related
8 emergency. An employee who is provided transportation to work shall remain on pay
9 status until the county provides transportation to, or within a reasonable distance from,
10 the employee's home.

12 **Section 8.6. –Uniform Service.**

13 The department shall provide a uniform service.

15 **Section 8.9 - Court Time.**

16 When a unit member is required to make a work-related court appearance or summoned
17 to give a work-related deposition during non-working hours, the employee will be paid at the
18 appropriate overtime rate for all hours, with a minimum of 3 hours.

20 **Section. 8.10. - Specialty Pay.**

21 An employee who is assigned to the positions as contained in this section shall be paid
22 the amounts as contained herein. Specialty pay may not be pyramided. If an employee qualifies
23 for more than one specialty pay, the employee shall receive the highest specialty pay.

- 24 (a) \$200 shall be paid annually to an employee (not to exceed 30) assigned to the Special
25 Emergency Response Team (SERT).

- 26 (b) \$500 shall be paid annually to an employee (not to exceed 3) who has tested fluent in a
27 language designated by the Director and who provides translation services for department
28 business. The criteria for fluency as determined by the Director will be predicated on a
29 state, regional, or national evaluation instrument or a standard developed by an institution
30 of higher education.

- 31 (c) \$500 shall be paid annually to an employee (not to exceed 3) who performs duties as a
32 Field Training Officer.

1 **Section 8.11. - Longevity Pay.**

2 Beginning November 1, 2004, for the remainder of Fiscal Year 2005, an employee who
3 has completed ten (10) years of continuous service with the Department of Corrections shall
4 receive an additional \$.50 per hour, for all hours worked. Payment under this section does not
5 apply to overtime calculations.

6
7 **Section 10.8. - Bereavement Leave.**

- 8 (a) Rate - Up to three workdays will be granted.
- 9 (b) Authorization - Upon learning of the need to use bereavement leave benefits, an
10 employee must immediately notify his/her immediate supervisor. The employee's
11 department head is the final authority in granting bereavement leave requests
- 12 (c) Limitations - An employee will be granted up to three consecutive work days of
13 bereavement leave upon the death of his/her wife, husband, son, daughter, mother, father,
14 brother, sister, parents-in-law, step-parents, grandparents or grandchild.
- 15 (d) Other Relatives - An employee will be granted one day of bereavement leave upon the
16 death of the employee's brother-in-law, sister-in-law, aunt, or uncle. The usage under
17 this subsection may not exceed one (1) day per calendar year.
- 18 (e) Additional Day - If an employee must travel in excess of 300 miles each way because of
19 the death of a family member under subsection (c) of this section, the County shall grant
20 a fourth bereavement leave day to the employee.

21
22 **Section 10.10. – Union Leave.**

- 23 (a) The County agrees to forty (40) union leave days to be used for union business each
24 Fiscal Year. Approval will be based upon a written request from the Union outlining the
25 purpose for the leave and attendee(s).

26
27 ***Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland,***
28 ***that the provisions of this Act shall apply beginning with the first pay date after July 1, 2004.***

29
30 ***Section 4. And Be It Further Enacted by the County Council of Howard County, Maryland,***
31 ***that this Act shall become effective 61 days after its enactment.***